

The 4th November, 1968

No. S. O.104 CA/XI 48/S-5 (8-10005-21ab-68/26936.—In exercise of the powers conferred by sub-section (2) of section 5 of the Minimum Wages Act, 1948, (Central Act XI of 1948), the Governor of Haryana, after considering the advice of the Committee appointed under clause (a) of sub-section (1) of the said section, hereby fixes, with effect from the date of publication of this notification, the following minimum rates of wages (all inclusive minimum rates of wages) in respect of the employment in Glass Industry.

Serial No.	Categories of employees	All inclusive minimum rates of wages
<i>I—Un-skilled</i>		
1. Cullet Remover		
2. Chowkidar		
3. Helper/Carrier		
4. Pipe Cleaner		
5. Waterman		
6. Mazdoor		
7. Weighman		
8. Packer		
9. Stackar		
10. Machine Cleaner		
11. Oilman		Rs 90.00 per month.
12. Coalman		
13. Thelaman		
14. Mould Cleaner		
15. Jaliman		
16. Coolerman		
17. Airman-Bottle		
18. Peon		
19. Sweeper		
20. Mali		
21. Watchman		
<i>II—Semi-skilled</i>		
1. Airman-Glass Refills/Glass Ware		
2. Assistant Bubbler		
3. Assistant Fitter		
4. Assistant Electrician		
5. Assistant Welder		
6. Assistant Eindrucker		
7. Assistant Jet Maker		
8. Assistant Tube Joiner		
9. Assistant Wireman		
10. Assistant Table Blower		
11. Assistant Moluder		
12. Batch Mixer		
13. Bawri Wala		
14. Blower Helper		
15. Bubbler Thanda		
16. Checker/Sorter		
17. Cutter Tumbler/Chimney/Labware/Bottle		Rs 100.00 per month.
18. Fireman		
19. Gatherer		
20. Grinder		
21. Ghodiwala		
22. Handieman		
23. Junior/Assistant Operator Injection Moulding Machine/Compressor		
24. Lip Maker		
25. Mould Catcher		
26. Melter		
27. Mistry (Non-technical)		
28. Neck Maker		
29. Rigger		
30. Jamadar Lehr		
31. Packer Glass Ware/Vaccum/Flask Refills		
32. Sand Blaster		
33. Revitting-cum-piorcingman		
34. Assistant Operator Automatic Machine		

Serial No.	Categories of employees	All inclusive minimum rates of wages
	<i>III—Skilled 'B'</i>	
1.	Fitter Grade II	
2.	Labware Graduator Grade II	
3.	Electrician Grade II	
4.	Turner Grade II	
5.	Welder Grade II	
6.	Carpenter Grade II	
7.	Furnace Operator Grade II	
8.	Mason Grade II	
9.	Automatic Machine Operator Grade II	
10.	Assistant Hand Worker	
11.	Operator-Semi Automatic Bottle Blowing Machine	
12.	Pressman	
13.	Stone Cutter	
14.	Table Blower	
15.	Technical Hand (Labware)	Rs 120.00 per month
16.	Assistant Blower	
17.	Eindrucker	
18.	Crane Operator	
19.	A. C. L. Operator	
20.	Shaperman	
21.	Blacksmith	
22.	Moulder	
23.	Compressor Attendant	
24.	Engraver	
25.	Operator-Injection Moulding Machine Compressor	
26.	Operator Dania	
27.	Wireman	
28.	Bubbler	
29.	Je. Maker	
30.	Tube Jointer	
	<i>IV. Skilled 'A'</i>	
1.	Fitter Grade I	
2.	Labware Graduator Grade I	
3.	Electrician Grade I	
4.	Turner Grade I	
5.	Welder Grade I	
6.	Carpenter Grade I	
7.	Furnace Operator Grade I	
8.	Mason Grade I	
9.	Automatic Machine Operator Grade I	
10.	Hand Worker	
11.	Blower	
12.	Operator-cum-Mechanic (Injection Moulding Machine)	Rs 135.00 per month
13.	Mistry Technical	
14.	Pattern Maker	

Sr. No.	Category of employees	All inclusive minimum rates of wages per month
V. Clerical and General Staff		
1. Superintendent	..	Rs. 200.00 per month
2. Head Clerk	..	Rs. 175.00 per month
3. Steno-typist	..	Rs. 175.00 per month
4. Accountant	..	Rs. 175.00 per month
5. Store-incharge	..	Rs. 175.00 per month
6. Clerk (Graduate)	..	Rs. 150.00 per month
7. Cashier	..	Rs. 150.00 per month
8. Salesman	..	Rs. 150.00 per month
9. Clerk (Under-Graduate)	..	Rs. 125.00 per month
10. Clerk (Non-Matriculate)	..	Rs. 100.00 per month
11. Typist	..	Rs. 140.00 per month
12. Car/Truck Driver	..	Rs. 140.00 per month
13. Tempoo Driver	..	Rs. 120.00 per month

VI. Apprentice/Learner/Trainee.

Rs. 50.00 per month during first six months, Rs. 60/- per month during the next six months and Rs. 70.00 per month in the third span of six months and they will cease to be called Apprentice/Learner/Trainee after 1½ years' training.

The 8th November, 1968

No. 10079-ASOIII-Lab-68/27645.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947, the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad, in respect of the dispute between the workmen and the management of M/s American Universal Electric (India) Ltd., Faridabad :—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, FARIDABAD

REFERENCE No. 15 of 1968

between

MISS SHYAMA DEVI, WORKMAN AND THE MANAGEMENT OF M/S AMERICAN UNIVERSAL ELECTRIC (INDIA). LTD., FARIDABAD

Present :—

Shri R. L. Sharma, for the workman.

Shri R. C. Sharma, for the management.

AWARD

Miss Shyama Devi was in the service of M/s American Universal Electric (India) Ltd., Faridabad, as a Assembler, Grade IV. Her services were terminated and this gave rise to an industrial dispute. The President of India in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947, referred the following dispute to this Court for adjudication,—*vide* Government Gazette notification No. ID/FD/301, dated 27th January, 1968.

Whether the termination of services of Miss Shyama Devi was justified and in order ? If not to what relief is she entitled ?

On receipt of the reference usual notices were issued to the parties in response to which the claimant Miss Shyama Devi filed a statement of claims and the management filed their written statement. On behalf of the statement it was pleaded that she was employed by the respondent in 1965 and she was getting Rs 84 P. M. It is alleged that she was an active trade union worker and the management did not relish her trade union activities and for this reason terminated her services.

On behalf of the management it is pleaded that the claimant was appointed on 7th March 1965 on a monthly salary of Rs 72 P.M. on probation for three months and since her work was not satisfactory, her period of probation was extended and she was served with a number of written warning regarding her work, conduct, attendance ignoring the instructions of the supervisor and her quarrelsome behaviour but there was no improvement in

her work and so she was served with a charge-sheet on 20th July, 1967 which she refused to accept and thus committed another act of indiscipline. It is alleged that she was served with an other charge-sheet on 21st July, 1967 which she again refused to accept on that date but ultimately she accepted the same on 23rd July, 1967 but failed to submit any explanation within time and on repeated reminders, her explanation was received only on 8th August, 1967. It is alleged than enquiry into the charges was conducted during which the charges were explained to her and she admitted them so the enquiry officer found her guilty and recommended her dismissal and she was dismissed from on 19th August, 1967. It is further alleged that during the conciliation proceedings it was mutually agreed between the parties that Rs 225 be paid to the claimant in full ad final settlement of all her claims. It is pleaded on behalf of the management that in order to avoid litigation this money was paid on 22nd November, 1967 in full and final settlement of all her dues but in spite of the same another demand notice was wrongly made. It is pleaded that the reference to this Court is bad because there is no industrial dispute of existing between the parties as the claimant has been paid in full and final settlement of her dues before the Labour Inspector.

Before framing the issues, the statements of the claimant Miss Shyama Devi was recorded. She admitted that she had received Rs 225,—*vide* the receipt Exhibit M. 1 but explained that this amount was due to her on account of her pay and overtime and she did not wish to resign from service. She admitted that she had been in the service of the management from he last two and a half years at Rs 72 P. M. The pleadings of the parties gave rise to the following issues :—

(1) Whether the reference is bad because—

- (a) no industrial dispute exists between the claimant and the management ?
- (b) the petitioner has been paid in full and final settlement of her dues, the amount which was determined in the presence of the Conciliation Officer.

(2) Whether the termination of the services of the claimant is justified and in order ? If not to what relief she is entitled ?

Issue No. 1(a).—The claim of the workman is that her services have been wrongly terminated and that she had received Rs 225 on account of salary and overtime due to her. The question as to whether she received Rs 225 in full and final settlement of her claim or whether this amount was due to her on account of her salary and overtime would be decided while discussing issue No. 1(b). It can not be said that there is no industrial dispute between the parties. The claimant is aggrieved by reason of the termination of her services and under section 2A of the Industrial Disputes Act, she is entitled to raise an industrial dispute. The order of reference can not therefore be said to be bad. I find this issue in favour of the claimant.

Issue No. 1(b).—As already observed it is admitted by the claimant herself before the framing of the issue that she has received Rs 225 and gave receipt No. Exhibit M. 1 which was duly attested by the Labour Inspector, Shri S.L. Sharma, M.W. 4. Shri Sharma says that no talk of compromise took place in his presence but Shri Dharmendra Nath, the then Labour Officer informed him that the parties had reached some settlement independently of him and in case the management is prepared to make any payment and the workman is prepared to accept the same then he should attest it and it was under these circumstances that he attested the receipt Exhibit M. 1. In cross examination the witness stated that he does not know whether the sum of Rs 225 was an *ex-gratia* payment or whether it was on account of any money due to the claimant. In my opinion the evidence of Shri Sharma is not quite satisfactory. He holds the responsible position of a Labour Inspector and under the instructions of his superior, he was directed to attest the payment if any made in his presence. The witness has attested the receipt Exhibit M. 1 which contains the details as to how the sum of Rs 225 was calculated and arrived at. According to the details given in this receipt, the claimant was paid salary for the period she remained under suspension, one month's notice pay, salary in lieu of earned leave and service compensation for two months and 5 days plus *ex-gratia* payment of a small amount in order to arrive at a round figure of Rs 225. At the time the witness attested the receipt Exhibit M. 1 it was his duty to have explained the detail to the claimant because the witness did not merely attest the payment of Rs 225 but he attested the receipt exhibit M. 1 in which the details were given as to how a sum of Rs 225 was arrived at.

No evidence has been led on behalf of the claimant to prove that a sum of Rs 225 was actually due to her on account of salary and for overtime work. So much so that the claimant has not even bothered to appear as a witness in support of the allegations made by her. The management closed their evidence on 27th June, 1968 and at the request of the representatives of the claimant an opportunity was given to him to produce evidence on behalf of the claimant on 6th July, 1968. On the date fixed the representative of the claimant stated that the claimant was not present because her mother had died and so she had gone to Gaziabad. On her request the case was adjourned to 27th July, 1968 to enable the claimant to produce her evidence but on the date fixed the representative made a queer statement. He stated that the claimant was present but she has gone away under the impression that the case would not be taken up on that date. The representative did not explain as to why he was present if the impression gathered was that the case would not be taken up on that day and how the claimant got this impression. However being a lady an other opportunity was given to her to produce her evidence and the case was adjourned to 2nd August, 1968. On that date the representatives of the claimant could not think of any excuse and simply stated that he had no evidence. Under these circumstance there is absolutely no reason as to why the version of the management that a sum of Rs 225 as detailed in the receipt Exhibit M. 1 was paid to the claimant in full and final settlement of her dues be not held to be proved. I find this issue in favour of the management.

Issue No. 2.—Shri S. C. Vohra M.W. 1 Personnel Officer of the respondent concern has stated in his evidence that he held the enquiry against the claimant and the charges were explained to her and that she admitted her guilt and only asked for forgiveness. In view of the fact the claimant admitted the charges, it was not necessary for the management to produce any further evidence before the Enquiry Officer and it can not be said that the termination of the services of the claimant was not justified and in order. I find this issue also in favour of the management.

In view of my findings above it is held that the claimant is not entitled to any relief. I give my award accordingly.

Dated the 5th September, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Faridabad.

No. 1701, dated 25th September, 1968

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 5th September, 1968.

P. N. THUKRAL,
Presiding Officer,

Labour Court, Faridabad.

R. I. N. AHOOJA, Secy.

LABOUR AND EMPLOYMENT DEPARTMENTS

The 8th November, 1968

No. 994-2Lab-68 26982.—The Governor of Haryana is pleased to nominate Shri C.B. Kaushik of Gurgaon as a Member of the District Committee of Employment, Gurgaon constituted, *vide*— Haryana Government notification No. 1223-2Lab-68/4591, dated the 6th March, 1968.

R. I. N. AHOOJA, Secy.